

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE <div style="text-align: center;">J</div>		PAGE OF PAGES <div style="text-align: center;">1 40</div>	
2. AMENDMENT/MODIFICATION NO. <div style="text-align: center;">0007</div>		3. EFFECTIVE DATE <div style="text-align: center;">21-Jun-2005</div>		4. REQUISITION/PURCHASE REQ. NO. <div style="text-align: center;">W81W3G-0A76-0002</div>		5. PROJECT NO.(If applicable)	
6. ISSUED BY USAED - BALTIMORE 10 SOUTH HOWARD STREET BALTIMORE MD 21201		CODE <div style="text-align: center;">W912DR</div>		7. ADMINISTERED BY (If other than item 6) <div style="text-align: center; font-weight: bold;">See Item 6</div>			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X 9A. AMENDMENT OF SOLICITATION NO. W912DR-05-R-0002			
				X 9B. DATED (SEE ITEM 11) 31-Mar-2005			
				10A. MOD. OF CONTRACT/ORDER NO.			
				10B. DATED (SEE ITEM 13)			
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The solicitation for the Public-Private Competition of the US Army Corps of Engineers Directorate of Public Works functions is amended to make changes are indicated on the attached Summary of Changes. The proposal due date is not changed as a result of this amendment. A complete new solicitation has been posted to the website, which incorporates all amendments through Amendment 0007.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 13-Jun-2005	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

A list of questions and responses (both in WORD and EXCEL format) are attached and made a part hereof. As indicated in the responses, changes have been made to the solicitation in various locations.

Section B – SCHEDULE/PRICING

- CLIN 2003 – Corrected from 1st Option Year to 2nd Option Year
- CLIN 2004 – Corrected from CLINS 4003 & 4004 to CLINS 4002 & 4003

Section E – INSPECTION AND ACCEPTANCE

- DFARS Clause 252.246-7000 - Material Inspection and Receiving Report has been deleted.

Section F – DELIVERIES OR PERFORMANCE

- FAR Clause 52.247-55 - F.O.B. Point for Delivery of Government Furnished Property has been deleted.
- FAR Provision “Contract Period (Option Years)” paragraph (a) has been corrected to indicate the Phase-In Period is 180 days.

Section G – CONTRACT ADMINISTRATION DATA

- Special Provision “Required Insurance” has been deleted.

Section H – SPECIAL CONTRACT REQUIREMENTS

- Special Provision “Consulting Services” has been deleted.
- Special Provision “YEAR 2000 Compliance” has been amended to remove wording regarding Architect-Engineer Contracts
- Special Provision “Required Insurance for Government Installation & Dredging” has been amended to remove any reference to Dredging. Further the Property Damage coverage has been increased from \$20,000 per occurrence to \$100,000 per occurrence
- Special Provision “Contract Security Classification Specifications (DD254)” has been revised as follows:

CONTRACT SECURITY CLASSIFICATION SPECIFICATION (DD254)

DD Form 254, Contract Security Classification Specification is applicable in the event access to information classified as Confidential, Secret, or Top Secret arises further into the contract performance period. DD Form 254 can be found at:

<http://www.dtic.mil/whs/directives/informgt/forms/efrms/dd0254.pdf#search='DD20Form%20254'>. The highest security level involved on this contract is **Secret**. This contract is unclassified.

- Provision “Quality Assurance Evaluator(s)(QAE(s))/Contracting Officer’s Representative (COR) is deleted as it is a duplicate of the provision in Section G.
- Wage Determinations:

Delete 1st Paragraph: If a U.S. Department of Labor Wage Determination has been included, it is titled: General Wage Decision No. 94-2339 REV (24) dated 05/17/2005 and Decision No. 94-2297 REV (25) dated 05/18/2005, with all current modifications. The wage rates are an attachment located in Section J.

Add new 1st Paragraph: U.S. Department of Labor Service Contract Act (SCA) Wage Determinations, have been included, titled: General Wage Decision No. 94-2339 REV (24) dated 05/17/2005 and Decision No. 94-

2297 REV (26) dated 05/23/2005, with all current modifications. U.S. Department of Labor Davis Bacon Act Wage Determinations, have been included, titled: MS030003 (Rev 10, dated 04/08/05), MS030020 (dated 06/13/03), MS030023 (dated, 06/13/03), NH030003 (Rev 1, dated 03/05/04), **NH030004 (Rev 5, dated 06/10/05)**, and NH030005 (Rev 3, dated 12/14/04). The wage rates are an attachment located in Section J.

It should be noted that the above wage determinations were already in the solicitation with the exception of the rates in bold, which are updated.

Section I:

- FAR Clause 52.204-7 – Central Contractor Registration, has been added by reference.
- Additional information in FAR Clause, 52.211-10 - Commencement, Prosecution, and Completion of Work has been added as follows: **Firm Fixed Price line items will be completed in accordance with Section B, Supplies or Services and Prices/Costs.**
- FAR Clause 52.211-12, Liquidated Damages – Construction has been amended as indicated in **bold** print. The first sentence now reads, “(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government **as identified on each individual delivery/task/ work order for each calendar day of delay until the work is completed or accepted.**”
- FAR Clause 52.215-15 – Pension Adjustments and Asset Reversions has been deleted.
- FAR Clause 52.215-18 – Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions has been deleted.
- FAR Clause 52.215-19 – Notification of Ownership Changes has been deleted.
- FAR Clause 52.215-20 – Requirements for Cost or Pricing Data or Information Other than Cost or Pricing Data has been deleted.
- FAR Clause 52.216-7 Alt I – Allowable Cost and Payment has been deleted.
- FAR Clause 52.222-43, Fair Labor Standards Act and Service Contract Act – Price Adjustments (Multiple Year and Option Contracts) (MAY 1989) is added by reference.
- FAR Clause 52.225-3 – Buy American Act – Free Trade Agreements – Israeli Trade Act (JAN 2005) has been added by reference.
- FAR Clause 52.225-5 – Trade Agreements (JAN 2005) has been added by reference.
- FAR Clause 52.228-7 – Insurance-Liability to Third Person has been deleted.
- FAR Clause 52.232-22 – Limitation of Funds has been deleted.
- FAR Clause 52.232-33 – Payment by Electronic Funds Transfer – Central Contractor Registration has been deleted.
- FAR Clause 52.232-34 – Payment by Electronic Funds Transfer – Other than Central Contractor Registration (MAY 1999) has been added in full text. Fill-in for this clause (paragraph (b)) indicates “no later than 15 days prior to submission of the first request for payment”.
- FAR Clause 52.242-1 Notification of Intent to Disallow Costs has been deleted.
- Fill-Ins for FAR Clause 52.216-18, Ordering, have been completed as follows in **bold** print:
(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued **from on or about 15 May 2006 through 14 May 2011. Dates are inclusive as to when the performance period starts as identified in Section G. The issuance of delivery orders will be for one year from beginning of the performance period through five years later, should the option years be exercised.**
- DFARS Clause 252.219-7011 – Notification to Delay Performance has been deleted.
- DFARS Clause 252.225-7038 – Restriction on Acquisition of Air Circuit Breakers has been deleted.

Section J:

- Replace the Section J, Table of Contents with the attached new page.

Section K:

- Clarification made that the Agency Tender is exempt from submission of Section K.
- FAR Provision 52.204-5 – Woman-Owned Business (Other than Small Business) has been deleted.
- FAR Provision 52.219-1 – Small Business Program Representation has been deleted.
- FAR Provision 52.219-21 – Small business Size Representation for Targeted Industry Categories under the Small Business Competitiveness Demonstration Program has been deleted.
- FAR Provision 52.219-22 – Small Disadvantaged Business Status has been deleted.
- FAR Provision 52.219-22 Alt I – Small Disadvantaged Business Status has been deleted.
- FAR Provision 52.222-18 – Certification Regarding Knowledge of Child Labor for Listed End Products has been deleted.

Section L:

- FAR Provision 52.222-46 – Evaluation of Compensation for Professional Employees has been deleted.
- FAR Provision 52.232-28- Invitation to Propose Performance-Based Payments has been deleted.
- Additional information has been added to FAR Provision Evidence of Authority to Sign Bids/Proposals as follows in **bold print**: **In the case of a Competitive Sourcing competition, the Agency Tender Official is the signatory official for the Agency Tender Cost Estimate and shall certify and submit the Agency Tender Cost Estimate developed in COMPARE.**
- “Section L Instructions to Offerors” has been deleted and a new “Section L Instructions to Offerors is attached to this Amendment 0007. **Of special notice, the offerors timeframe for oral presentation is changed from two (2) hours to three (3) hours. The sentence beginning “In the event the offeror becomes aware”..... located in Paragraph 6.6.2, Key Personnel Qualifications, has been removed. Changes are in BOLD print.**

Section M:

“Section M - Basis for Selection of Successful Offer or Agency Tender” has been deleted and a new “Section M - Basis for Selection of Successful Offer or Agency Tender” is attached to this Amendment 0007. **Changes are in BOLD print.** Additional information has been added to (a) Technical Factor (5) Quality Control.

Reference Amendment 0006 – FAR Clause 52.217-5 was not deleted. Only the written portion of the Factors to be Evaluated were replaced.

Performance Work Statement (PWS):

Section C.1.6.3.2.1 - Level II and Level III - Individual service calls or orders which will require a total of 32 or more work-hours to perform (and the work is over \$2,000) shall be considered to be repair work subject to the Davis Bacon Act (DBA). Individual service calls or orders which will require less than 32 work-hours to perform (and the work is less than \$2,000) shall be considered to be maintenance subject to the Service Contract Act (SCA). Painting work of 200 square feet or more to be performed under an individual service call or order shall be considered to be subject to the DBA regardless of the total work-hours required.

The below are Questions/Comments received regarding Solicitation W912DR-05-R-0002. Responses are provided in **BOLD** print.

QUESTIONS/COMMENTS ON CLAUSES:

1. SECTION E – INSPECTION AND ACCEPTANCE:
52.246-7000 – Material Inspection and Receiving Report. Will SP be required to submit DD250's? Conflicts with Section G Submission of Invoices. **Clause in Section E has been deleted – See Amendment 0007**
2. SECTION F – DELIVERIES OR PERFORMANCE
52.247-55 – F.O.B. Point for Delivery of Government Furnished Property. With SP performance to be accomplished on Government property – what GFP is anticipated to be shipped? **Clause has been deleted – See Amendment 0007**
3. SECTION H – SPECIAL CONTRACT REQUIREMENTS:
Consulting Services – How is this relevant to the services to be provided under this solicitation? – **Provision has been deleted – see amendment 0007.**
4. Contract Security Classification Specification (DD254) – States DD Form 254 is applicable and attached to the solicitation. Where and why is this required? **Provision has been amended to indicate the link to download DD Form 254. See amendment 0007. Provision will remain in RFP in the event access to information classified as Confidential, Secret or Top Secret arises further into the contract performance period.**
5. CONTRACT CLAUSES:
 - a) Is certified cost and pricing data required under this solicitation? Reference Section M Evaluation Criteria paragraph (e) Cost Factor...price analysis... If final price determined by price analysis why are the following clauses included? **The “modification” clauses will stay in the solicitation in the event modifications over \$550,000 are required.**

52.215-11 – Price Reduction for Defective Cost or Pricing Data – Modifications – **Clause be remain in RFP**

52.215-13 – Subcontractor Cost or Pricing Data – Modifications – **Clause to remain in RFP**

52.215-15 – Pension Adjustments and Asset Reversions - **Clause will be deleted – See Amendment 0007**

52.215-18 – Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions - **Clause will be deleted – See Amendment 0007**

52.215-19 – Notification of Ownership Changes - **Clause will be deleted – See Amendment 0007**

52.215-20 – Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – **Clause will be deleted – See Amendment 0007**

52.215-21 – Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications - **Clause to remain in RFP**

252.215-7000 – Pricing Adjustments - **Clause to remain in RFP**

252.231-7000 – Supplemental Cost Principles - **Clause to remain in RFP – also applies to Firm Fixed Price**

b) Following clauses apply to cost-reimbursement or incentive type contracts. If this is a Firm Fixed-Price, T&M, IDIQ why are they included?

52.216-7 Alt I – Allowable Cost and Payment – **Clause will be deleted – See Amendment 0007**

52.226-1 – Utilization of Indian Organizations and Indian-Owned Economic Enterprises – **Clause to remain – Applies to Firm-Fixed Price prime contracts.**

52.228-7 – Insurance – Liability to Third Persons – **Clause will be deleted – See Amendment 0007 – Additionally, the Required Insurance Provision in Section G has also been deleted.**

52.232-22 – Limitation of Funds – **Clause will be deleted – See Amendment 0007**

52.242-1 – Notification of Intent to Disallow Costs - **Clause will be deleted – See Amendment 0007**

52.242-3 – Penalties for Unallowable Costs – **Clause will remain in RFP – Applicable if firm fixed price for purchase of commercial items – There may be a requirement further into the contract performance period where this will be required.**

52.249-14 – Excusable Delays – **Clause will remain in RFP – Used in Time and Material Contracts.**

c) Following clauses/provisions do not appear applicable in relation to PWS or contract type:

52.204-2 – Security Requirements – **Clause will remain in RFP in the event access to information classified as Confidential, Secret or Top Secret arises further into the contract performance period.**

52.204-5 – Woman-Owned Business (Other than Small Business) – used in solicitations not set-aside for small business – **Provision will be deleted – See Amendment 0007**

252.204-7005 – Oral Attestation of Security Responsibilities (use when 52.204-2 is used) **Clause will remain in RFP in the event access to information classified as Confidential, Secret or Top Secret arises further into the contract performance period**

52.215-1 – Does Government intend to award without discussions? **Yes, See Section L.2.4.**

52.215-6 – Place of Performance. The Government has specified place of performance. **Provision will remain in RFP in the event offeror intends to use one or more plants or facilities located at a different address from the address of the offeror.**

52.219-1 & 52.219-1 Alt I – Which applies – If Alt I applies fill-ins need to be completed. **FAR Provision 52.219-1 will be deleted – See Amendment 0007. FAR Provision 52.219-1 Alt 1 will remain in the RFP.**

52.219-22 – Small Disadvantaged Business Status (used when 52.219-23 or 52.219-25 is used – did not find either in RFP) **Provision will be deleted – See Amendment 0007**

52.219-22 Alt I – Small Disadvantaged Business Status – Are price evaluation adjustments for SDB's authorized on a regional basis for this RFP? **Provision will be deleted – See Amendment 0007**

52.222-18 – Certification Regarding Knowledge of Child Labor for Listed End Products – if provisions applies fill-ins need to be completed. **Provision will be deleted – See Amendment 0007**

52.222-46 – Evaluation of Compensation for Professional Employees **Provision will be deleted – See Amendment 0007**

52.223-3 – Hazardous Material Identification and Material Safety Data – **Clause will remain in RFP. It is not anticipated that any hazardous material will be delivered; however, government may require hazardous material for the project at Hanover, NH.**

52.223-13 – Certification of Toxic Chemical Release Reporting. Since work is to be performed on a Government installation wouldn't this reporting requirement be a Government function whether a contract awarded or MEO authorized? – **See FAR 23.906 (a) – Provision shall be included in all solicitations for competitive contracts expected to exceed \$100,000 unless the Contracting Officer has determined that to do so is not practicable. The Contracting Officer has not made this determination. Further, if the RFP contains 52.223-13, the clause at 52.223-14 shall be included and this clause is in Section I.**

52.225-4 – Buy American Act – North American Free Trade Agreement – Israeli Trade Act – Certificate (use when 52.225-3 is used – did not find in RFP) – **FAR Clause 52.225-3 has been added to Section I – See Amendment 0007.**

52.225-6 – Trade Agreements Certificate (use when 52.225-5 is used – did not find in RFP) – **FAR Clause 52.225-5 has been added to Section I – See Amendment 0007.**

52.232-28 – Invitation to Propose Performance-Based Payments – **Provision will be deleted – See Amendment 0007**

52.232.38 – Submission of Electronic Funds Transfer Information with Offer (use when 52.232-34 is used – did not find in RFP) – **FAR Clause 52.232-34 has been added to Section I – See Amendment 0007. Provision 52.232-38 has been amended to indicate that the EFT Data shall be submitted no later than 15 days prior to submission of the first request for payment.**

252.219-7011 - Notification to Delay Performance (use in 8(a) contracts) **Clause has been deleted – See Amendment 0007**

252.225-7038 – Restriction on Acquisition of Air Circuit Breakers (in relation to air breakers on naval vessels) **Clause has been deleted – See Amendment 0007**

W912DR-05-R-0002

Section J - List of Documents, Exhibits and Other Attachments
Exhibit/Attachment Table of Contents

<u>DOCUMENT TYPE</u>	<u>DESCRIPTION</u>	<u>DATE</u>
Wage Decision	94-2297 REV (26)	<u>23 May 2005</u>
Wage Decision	94-2339 REV (24)	<u>17 May 2005</u>
Wage Decision	MS030003 REV (10)	<u>08 April 2005</u>
Wage Decision	MS030020	<u>13 June 2003</u>
Wage Decision	MS030023	<u>13 June 2003</u>
Wage Decision	NH030003 (REV 1)	<u>05 March 2004</u>
Wage Decision	NH030004 (REV 5)	<u>10 June 2005</u>
Wage Decision	NH030005 (REV 3)	<u>24 December 2004</u>
EFT Form		
CCR Memorandum		
Disclosure of Lobbying Activities	Standard Form LLL	
Performance Assessment Report		
Past Performance Questionnaire		
Performance Work Statement and All Technical Exhibits and Attachments		
Labor- Management Contract between USACE WES and AFGE Local 3310		<u>04 May 1999</u>
Negotiated Agreement between USA CRREL and NFFE Local 1472, Hanover, NH		<u>May 1995</u>

WAGE DETERMINATION DECISION
OF THE SECRETARY OF LABOR

The following wage determination will be used to conform
with the requirements of the Service Contract Act of 1965
(29 CFR 4) of the General Provisions:

Decision No. 94-2297 REV (26) dated 05/23/2005

State: Mississippi

Area: Mississippi Counties of Adams, Amite, Attala, Claiborne, Copiah,
Covington, Franklin, Hinds, Holmes, Humphreys, Issaquena, Jefferson,
Jefferson Davis, Lamar, Lawrence, Leake, Lincoln, Madison, Marion, Pike,
Rankin, Scott, Sharkey, Simpson, Smith, Walthall, Warren, Wilkinson, Yazoo

WAGE DETERMINATION NO: 94-2297 REV (26)

REGISTER OF WAGE DETERMINATIONS UNDER U.S.	
DEPARTMENT OF LABOR	
THE SERVICE CONTRACT ACT	EMPLOYMENT STANDARDS
ADMINISTRATION	
By direction of the Secretary of Labor	WAGE AND HOUR DIVISION
	WASHINGTON D.C. 20210
	Wage Determination No.: 1994-2297
William W.Gross	Division of Revision No.: 26
Director	Date Of Revision: 05/23/2005
Wage Determinations	

 State: Mississippi

Area: Mississippi Counties of Adams, Amite, Attala, Claiborne, Copiah, Covington, Franklin, Hinds, Holmes, Humphreys, Issaquena, Jefferson, Jefferson Davis, Lamar, Lawrence, Leake, Lincoln, Madison, Marion, Pike, Rankin, Scott, Sharkey, Simpson, Smith, Walthall, Warren, Wilkinson, Yazoo

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	8.84
01012 - Accounting Clerk II	10.71
01013 - Accounting Clerk III	14.00
01014 - Accounting Clerk IV	16.68
01030 - Court Reporter	12.66
01050 - Dispatcher, Motor Vehicle	13.99
01060 - Document Preparation Clerk	9.38
01070 - Messenger (Courier)	8.26
01090 - Duplicating Machine Operator	10.27
01110 - Film/Tape Librarian	10.03
01115 - General Clerk I	8.86
01116 - General Clerk II	10.04
01117 - General Clerk III	10.94
01118 - General Clerk IV	12.27
01120 - Housing Referral Assistant	16.44
01131 - Key Entry Operator I	9.96
01132 - Key Entry Operator II	10.81
01191 - Order Clerk I	10.66
01192 - Order Clerk II	12.92
01261 - Personnel Assistant (Employment) I	10.57
01262 - Personnel Assistant (Employment) II	13.48
01263 - Personnel Assistant (Employment) III	14.43

01264 - Personnel Assistant (Employment) IV	16.20
01270 - Production Control Clerk	14.51
01290 - Rental Clerk	9.94
01300 - Scheduler, Maintenance	11.41
01311 - Secretary I	11.41
01312 - Secretary II	12.66
01313 - Secretary III	16.44
01314 - Secretary IV	19.90
01315 - Secretary V	20.17
01320 - Service Order Dispatcher	12.25
01341 - Stenographer I	11.77
01342 - Stenographer II	12.49
01400 - Supply Technician	17.35
01420 - Survey Worker (Interviewer)	12.10
01460 - Switchboard Operator-Receptionist	10.87
01510 - Test Examiner	12.66
01520 - Test Proctor	12.66
01531 - Travel Clerk I	9.50
01532 - Travel Clerk II	9.99
01533 - Travel Clerk III	10.48
01611 - Word Processor I	9.77
01612 - Word Processor II	12.09
01613 - Word Processor III	13.10
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	10.97
03041 - Computer Operator I	12.62
03042 - Computer Operator II	15.62
03043 - Computer Operator III	19.22
03044 - Computer Operator IV	24.55
03045 - Computer Operator V	27.20
03071 - Computer Programmer I (1)	15.94
03072 - Computer Programmer II (1)	18.78
03073 - Computer Programmer III (1)	24.22
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	25.54
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	13.70
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	18.23
05010 - Automotive Glass Installer	15.44
05040 - Automotive Worker	15.44
05070 - Electrician, Automotive	16.31
05100 - Mobile Equipment Servicer	13.56
05130 - Motor Equipment Metal Mechanic	17.17
05160 - Motor Equipment Metal Worker	15.44
05190 - Motor Vehicle Mechanic	16.52
05220 - Motor Vehicle Mechanic Helper	12.53
05250 - Motor Vehicle Upholstery Worker	14.42
05280 - Motor Vehicle Wrecker	15.44
05310 - Painter, Automotive	16.31
05340 - Radiator Repair Specialist	15.44
05370 - Tire Repairer	12.92
05400 - Transmission Repair Specialist	17.17
07000 - Food Preparation and Service Occupations	

(not set) - Food Service Worker	6.78
07010 - Baker	9.44
07041 - Cook I	8.12
07042 - Cook II	9.23
07070 - Dishwasher	6.42
07130 - Meat Cutter	12.38
07250 - Waiter/Waitress	6.56
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	15.33
09040 - Furniture Handler	9.68
09070 - Furniture Refinisher	15.33
09100 - Furniture Refinisher Helper	11.79
09110 - Furniture Repairer, Minor	13.56
09130 - Upholsterer	15.33
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	9.09
11060 - Elevator Operator	7.62
11090 - Gardener	12.90
11121 - House Keeping Aid I	6.85
11122 - House Keeping Aid II	7.62
11150 - Janitor	7.80
11210 - Laborer, Grounds Maintenance	8.79
11240 - Maid or Houseman	6.85
11270 - Pest Controller	11.19
11300 - Refuse Collector	7.72
11330 - Tractor Operator	11.93
11360 - Window Cleaner	8.72
12000 - Health Occupations	
12020 - Dental Assistant	14.54
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	
12.04	
12071 - Licensed Practical Nurse I	11.33
12072 - Licensed Practical Nurse II	12.71
12073 - Licensed Practical Nurse III	14.20
12100 - Medical Assistant	11.07
12130 - Medical Laboratory Technician	12.73
12160 - Medical Record Clerk	10.55
12190 - Medical Record Technician	13.54
12221 - Nursing Assistant I	8.08
12222 - Nursing Assistant II	9.08
12223 - Nursing Assistant III	9.91
12224 - Nursing Assistant IV	11.12
12250 - Pharmacy Technician	12.19
12280 - Phlebotomist	11.34
12311 - Registered Nurse I	18.16
12312 - Registered Nurse II	22.23
12313 - Registered Nurse II, Specialist	22.23
12314 - Registered Nurse III	26.91
12315 - Registered Nurse III, Anesthetist	26.91
12316 - Registered Nurse IV	32.22
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	16.34
13011 - Exhibits Specialist I	12.99
13012 - Exhibits Specialist II	14.95
13013 - Exhibits Specialist III	18.30

13041 - Illustrator I	12.99	
13042 - Illustrator II	14.95	
13043 - Illustrator III	18.30	
13047 - Librarian	16.56	
13050 - Library Technician	10.38	
13071 - Photographer I	12.42	
13072 - Photographer II	14.01	
13073 - Photographer III	16.88	
13074 - Photographer IV	21.41	
13075 - Photographer V	25.89	
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations		
15010 - Assembler	7.05	
15030 - Counter Attendant	7.05	
15040 - Dry Cleaner	8.14	
15070 - Finisher, Flatwork, Machine	7.05	
15090 - Presser, Hand	7.05	
15100 - Presser, Machine, Drycleaning	7.05	
15130 - Presser, Machine, Shirts	6.96	
15160 - Presser, Machine, Wearing Apparel, Laundry		6.96
15190 - Sewing Machine Operator	8.69	
15220 - Tailor	9.10	
15250 - Washer, Machine	7.46	
19000 - Machine Tool Operation and Repair Occupations		
19010 - Machine-Tool Operator (Toolroom)		15.32
19040 - Tool and Die Maker	18.56	
21000 - Material Handling and Packing Occupations		
21010 - Fuel Distribution System Operator		13.99
21020 - Material Coordinator	14.51	
21030 - Material Expediter	14.51	
21040 - Material Handling Laborer	10.42	
21050 - Order Filler	9.34	
21071 - Forklift Operator	11.30	
21080 - Production Line Worker (Food Processing)		11.30
21100 - Shipping/Receiving Clerk	10.85	
21130 - Shipping Packer	11.70	
21140 - Store Worker I	8.07	
21150 - Stock Clerk (Shelf Stocker; Store Worker II)		11.96
21210 - Tools and Parts Attendant	13.37	
21400 - Warehouse Specialist	11.30	
23000 - Mechanics and Maintenance and Repair Occupations		
23010 - Aircraft Mechanic	16.87	
23040 - Aircraft Mechanic Helper	12.31	
23050 - Aircraft Quality Control Inspector	17.71	
23060 - Aircraft Servicer	14.17	
23070 - Aircraft Worker	15.18	
23100 - Appliance Mechanic	15.98	
23120 - Bicycle Repairer	12.32	
23125 - Cable Splicer	17.75	
23130 - Carpenter, Maintenance	15.33	
23140 - Carpet Layer	14.80	
23160 - Electrician, Maintenance	22.67	
23181 - Electronics Technician, Maintenance I		16.50
23182 - Electronics Technician, Maintenance II		17.35
23183 - Electronics Technician, Maintenance III		18.30
23260 - Fabric Worker	13.56	

23290 - Fire Alarm System Mechanic	16.14	
23310 - Fire Extinguisher Repairer	13.18	
23340 - Fuel Distribution System Mechanic	16.14	
23370 - General Maintenance Worker	14.93	
23400 - Heating, Refrigeration and Air Conditioning Mechanic	17.19	
23430 - Heavy Equipment Mechanic	16.14	
23440 - Heavy Equipment Operator	16.14	
23460 - Instrument Mechanic	16.14	
23470 - Laborer	9.32	
23500 - Locksmith	15.33	
23530 - Machinery Maintenance Mechanic	17.75	
23550 - Machinist, Maintenance	16.14	
23580 - Maintenance Trades Helper	11.78	
23640 - Millwright	16.14	
23700 - Office Appliance Repairer	15.33	
23740 - Painter, Aircraft	15.33	
23760 - Painter, Maintenance	15.33	
23790 - Pipefitter, Maintenance	16.42	
23800 - Plumber, Maintenance	15.60	
23820 - Pneudraulic Systems Mechanic	16.14	
23850 - Rigger	16.14	
23870 - Scale Mechanic	14.52	
23890 - Sheet-Metal Worker, Maintenance	16.14	
23910 - Small Engine Mechanic	14.52	
23930 - Telecommunication Mechanic I	17.99	
23931 - Telecommunication Mechanic II	18.88	
23950 - Telephone Lineman	17.99	
23960 - Welder, Combination, Maintenance	16.14	
23965 - Well Driller	16.14	
23970 - Woodcraft Worker	16.14	
23980 - Woodworker	13.97	
24000 - Personal Needs Occupations		
24570 - Child Care Attendant	7.31	
24580 - Child Care Center Clerk	9.15	
24600 - Chore Aid	7.60	
24630 - Homemaker	11.16	
25000 - Plant and System Operation Occupations		
25010 - Boiler Tender	16.14	
25040 - Sewage Plant Operator	15.33	
25070 - Stationary Engineer	16.14	
25190 - Ventilation Equipment Tender	11.78	
25210 - Water Treatment Plant Operator	15.33	
27000 - Protective Service Occupations		
(not set) - Police Officer	16.23	
27004 - Alarm Monitor	11.58	
27006 - Corrections Officer	12.60	
27010 - Court Security Officer	14.00	
27040 - Detention Officer	12.60	
27070 - Firefighter	15.01	
27101 - Guard I	7.58	
27102 - Guard II	11.14	
28000 - Stevedoring/Longshoremen Occupations		
28010 - Blocker and Bracer	13.33	
28020 - Hatch Tender	13.33	
28030 - Line Handler	13.33	

28040 - Stevedore I	11.72	
28050 - Stevedore II	14.51	
29000 - Technical Occupations		
21150 - Graphic Artist	16.29	
29010 - Air Traffic Control Specialist, Center (2)	31.48	
29011 - Air Traffic Control Specialist, Station (2)	21.74	
29012 - Air Traffic Control Specialist, Terminal (2)	23.91	
29023 - Archeological Technician I	11.07	
29024 - Archeological Technician II	12.20	
29025 - Archeological Technician III	16.62	
29030 - Cartographic Technician	15.11	
29035 - Computer Based Training (CBT) Specialist/ Instructor	25.54	
29040 - Civil Engineering Technician	16.36	
29061 - Drafter I	13.58	
29062 - Drafter II	15.25	
29063 - Drafter III	19.14	
29064 - Drafter IV	23.69	
29081 - Engineering Technician I	10.29	
29082 - Engineering Technician II	11.55	
29083 - Engineering Technician III	12.91	
29084 - Engineering Technician IV	15.99	
29085 - Engineering Technician V	23.08	
29086 - Engineering Technician VI	25.40	
29090 - Environmental Technician	18.11	
29100 - Flight Simulator/Instructor (Pilot)	30.38	
29160 - Instructor	20.21	
29210 - Laboratory Technician	13.50	
29240 - Mathematical Technician	14.47	
29361 - Paralegal/Legal Assistant I	14.19	
29362 - Paralegal/Legal Assistant II	19.12	
29363 - Paralegal/Legal Assistant III	23.40	
29364 - Paralegal/Legal Assistant IV	28.30	
29390 - Photooptics Technician	16.73	
29480 - Technical Writer	25.40	
29491 - Unexploded Ordnance (UXO) Technician I	20.02	
29492 - Unexploded Ordnance (UXO) Technician II	24.22	
29493 - Unexploded Ordnance (UXO) Technician III	29.03	
29494 - Unexploded (UXO) Safety Escort	20.02	
29495 - Unexploded (UXO) Sweep Personnel	20.02	
29620 - Weather Observer, Senior (3)	18.53	
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	16.33	
29622 - Weather Observer, Upper Air (3)	16.33	
31000 - Transportation/ Mobile Equipment Operation Occupations		
31030 - Bus Driver	12.10	
31260 - Parking and Lot Attendant	8.10	
31290 - Shuttle Bus Driver	10.74	
31300 - Taxi Driver	9.33	
31361 - Truckdriver, Light Truck	11.15	
31362 - Truckdriver, Medium Truck	13.13	
31363 - Truckdriver, Heavy Truck	14.99	
31364 - Truckdriver, Tractor-Trailer	14.99	
99000 - Miscellaneous Occupations		
99020 - Animal Caretaker	7.78	
99030 - Cashier	7.19	

99041 - Carnival Equipment Operator	9.58	
99042 - Carnival Equipment Repairer	10.35	
99043 - Carnival Worker	7.05	
99050 - Desk Clerk	8.12	
99095 - Embalmer	20.02	
99300 - Lifeguard	10.52	
99310 - Mortician	20.02	
99350 - Park Attendant (Aide)	13.21	
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)		9.00
99500 - Recreation Specialist	10.89	
99510 - Recycling Worker	9.53	
99610 - Sales Clerk	10.60	
99620 - School Crossing Guard (Crosswalk Attendant)		8.47
99630 - Sport Official	9.21	
99658 - Survey Party Chief (Chief of Party)	12.90	
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)		11.73
99660 - Surveying Aide	9.39	
99690 - Swimming Pool Operator	12.90	
99720 - Vending Machine Attendant	10.50	
99730 - Vending Machine Repairer	12.90	
99740 - Vending Machine Repairer Helper	10.50	

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.87 an hour or \$114.80 a week or \$497.47 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the

contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)}

When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

WAGE DETERMINATION DECISION
of the SECRETARY OF LABOR

The following wage determination will be used to conform
with the requirements of the Davis-Bacon Act (40 U.S.C.
276a to 276a-7) of the Contract Clauses*:

Decision No. NH030004 dated 06/10/2005

APPLIES TO ALL HIGHWAY WORK PERFORMED IN HANOVER,
GRAFTON COUNTY, NEW HAMPSHIRE

*WAGE DETERMINATIONS: The provisions of the Davis-Bacon Act also apply to employees who work at off-site facilities such as batch plants, rock quarries, sand pits, and the like, which are set up exclusively to furnish material to the on-site construction project and are reasonably near the construction site. Accordingly, contractors are required to maintain complete records on such employees. However, operations of a "commercial supplies" or "material-man" established in proximity to but not on the actual site of work prior to the opening of bids are not covered by the Act even if dedicated exclusively to the Federal project for a time. (29 CFR 5.2(1))

Superseded General Decision Number: NH020004

State: New Hampshire

Construction Types: Highway

Counties: New Hampshire Statewide.

Highway construction projects excluding major bridging (for example, bascule, suspension and spandrel arch bridges; those bridging waters presently navigable or to be made navigable; and those involving marine construction in any degree); tunnels, building structures in rest area projects and railroad construction.

Modification Number Publication Date

0	06/13/2003
1	11/14/2003
2	03/05/2004
3	08/20/2004
4	01/14/2005
5	06/10/2005

ENGI0004-016 12/01/2004

ROCKINGHAM and STRAFFORD COUNTIES:

	Rates	Fringes
Backhoe.....	\$ 22.94	14.76

LABO0668-002 06/01/2001

HILLSBOROUGH and STRAFFORD COUNTIES:

	Rates	Fringes
Laborers:		
GUARDRAIL LABORERS.....	\$ 15.00	7.15

LABO0976-001 06/01/2001

ROCKINGHAM COUNTY:

	Rates	Fringes
Laborers:		
GUARDRAIL LABORERS.....	\$ 15.00	7.15

* SUNH2001-001 06/08/2001

	Rates	Fringes
Carpenters (includes form work: BELKNAP, CARROLL, CHESHIRE, COOS, GRAFTON, MERRIMACK AND SULLIVAN COUNTIES:.....	\$ 14.86	1.33
HILLSBOROUGH, ROCKINGHAM AND STRAFFORD COUNTIES:....	\$ 14.73	1.02
Ironworkers :		
Reinforcing:		
BELKNAP, CARROLL, CHESHIRE, COOS, GRAFTON, MERRIMACK AND SULLIVAN		

COUNTIES.....	\$ 13.00	1.70
Ironworkers:		
Structural:		
BELKNAP, CARROLL, CHESHIRE, COOS, GRAFTON, MERRIMACK AND SULLIVAN COUNTIES:.....	\$ 13.50	1.66
HILLSBOROUGH, ROCKINGHAM AND STRAFFORD COUNTIES.....	\$ 13.81	
Laborers:		
Flagger:		
BELKNAP, CARROLL, CHESHIRE, COOS, GRAFTON, MERRIMACK AND SULLIVAN COUNTIES:.....	\$ 9.05	1.15
Flagger:		
HILLSBOROUGH, ROCKINGHAM AND STRAFFORD COUNTIES:....	\$ 10.18	
Guardrail laborer:		
BELKNAP, CARROLL, CHESHIRE, COOS, GRAFTON, MERRIMACK AND SULLIVAN COUNTIES:.....	\$ 10.00	.25
Pipelayer:		
HILLSBOROUGH, ROCKINGHAM AND STRAFFORD COUNTIES:....	\$ 12.67	1.21
Unskilled laborer:		
BELKNAP, CARROLL, CHESHIRE, COOS, GRAFTON, MERRIMACK AND SULLIVAN COUNTIES:.....	\$ 10.83	1.42
HILLSBOROUGH, ROCKINGHAM AND STRAFFORD COUNTIES:....	\$ 11.54	1.19
Power equipment operators:		
Backhoe :		
BELKNAP, CARROLL, CHESHIRE, COOS, GRAFTON, MERRIMACK AND SULLIVAN COUNTIES:.....	\$ 16.02	1.68
Bulldozer :		
BELKNAP, CARROLL, CHESHIRE, COOS, GRAFTON, MERRIMACK AND SULLIVAN COUNTIES:.....	\$ 14.98	1.52
Bulldozer:		
HILLSBOROUGH, ROCKINGHAM AND STRAFFORD COUNTIES:....	\$ 18.93	3.32
Compactor:		
HILLSBOROUGH, ROCKINGHAM AND STRAFFORD COUNTIES:....	\$ 12.14	1.40
Crane :		
BELKNAP, CARROLL, CHESHIRE, COOS, GRAFTON, MERRIMACK AND SULLIVAN COUNTIES:.....	\$ 16.00	1.67

Crane:		
HILLSBOROUGH, ROCKINGHAM AND STRAFFORD COUNTIES.....	\$ 17.16	1.38
Excavator :		
BELKNAP, CARROLL, CHESHIRE, COOS, GRAFTON, MERRIMACK AND SULLIVAN COUNTIES:.....	\$ 15.23	1.67
Excavator:		
HILLSBOROUGH, ROCKINGHAM AND STRAFFORD COUNTIES:....	\$ 16.88	1.84
Grader :		
BELKNAP, CARROLL, CHESHIRE, COOS, GRAFTON, MERRIMACK AND SULLIVAN COUNTIES:.....	\$ 18.70	1.09
Grader:		
HILLSBOROUGH, ROCKINGHAM AND STRAFFORD COUNTIES:....	\$ 18.96	1.67
Loader :		
BELKNAP, CARROLL, CHESHIRE, COOS, GRAFTON, MERRIMACK AND SULLIVAN COUNTIES:.....	\$ 13.45	1.29
Loader:		
HILLSBOROUGH, ROCKINGHAM AND STRAFFORD COUNTIES:....	\$ 16.91	2.54
Mechanic (maintenance):		
HILLSBOROUGH, ROCKINGHAM AND STRAFFORD COUNTIES:....	\$ 17.69	3.50
Paver :		
BELKNAP, CARROLL, CHESHIRE, COOS, GRAFTON, MERRIMACK AND SULLIVAN COUNTIES:.....	\$ 15.00	1.98
Paver:		
HILLSBOROUGH, ROCKINGHAM AND STRAFFORD COUNTIES:....	\$ 14.63	1.44
Roller:		
BELKNAP, CARROLL, CHESHIRE, COOS, GRAFTON, MERRIMACK AND SULLIVAN COUNTIES:.....	\$ 12.85	2.66
HILLSBOROUGH, ROCKINGHAM AND STRAFFORD COUNTIES:....	\$ 13.89	1.43
Truck drivers:		
2, 3 and 4-axle:		
BELKNAP, CARROLL, CHESHIRE, COOS, GRAFTON, MERRIMACK AND SULLIVAN COUNTIES:.....	\$ 11.04	1.62
3-axle:		
HILLSBOROUGH, ROCKINGHAM AND STRAFFORD COUNTIES:....	\$ 12.72	1.48
Dump:		

BELKNAP, CARROLL, CHESHIRE, COOS, GRAFTON, MERRIMACK AND SULLIVAN COUNTIES.....	\$ 10.99	1.44
HILLSBOROUGH, ROCKINGHAM AND STRAFFORD COUNTIES.....	\$ 12.70	.97

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

INSTRUCTIONS TO OFFERORS

L.1 COMPETITIVE SOURCING AND OMB CIRCULAR A-76 COMPLIANCE

L.1.1 Competitive Sourcing. This solicitation is part of a Competitive Sourcing Study conducted under the Office of Management and Budget (OMB) Circular A-76 (Revised) dated May 29, 2003, to determine whether accomplishing the specified work is the best value to the Government if performed by a private sector Service Provider under a contract or by Government performance through the Most Efficient Organization (MEO) via a Letter of Obligation.

L.1.2 Agency Tender. The Agency Tender is the agency's response to the solicitation. The Agency Tender Official (ATO) shall develop an Agency Tender that responds to the requirements of the solicitation, including section L (Instructions, Conditions, and Notices to Offerors or Respondents) and section M (Evaluation Factors for Award). In addition to the requirements of the solicitation, the Agency Tender shall include the following (a) an MEO; (b) a certified agency cost estimate developed in accordance with OMB Circular A-76, Attachment C (the agency's cost proposal) (this will include Section B, Bidding Schedule, for cost analysis purposes); (c) the MEO's Quality Control Plan; (d) the MEO's Phase-In Plan; and (e) copies of any existing, awarded MEO subcontracts (with the private sector providers' proprietary information redacted). The ATO shall provide the certified Agency Tender in a sealed package to the Contracting Officer by the solicitation closing date.

L.1.3 Agency Cost Estimate. The ATO shall develop and certify the agency cost estimate (the agency's cost proposal) in accordance with OMB Circular A-76, Attachment C, using the COMPARE costing software. The ATO shall not make changes to the agency cost estimate except as provided in paragraph, "Changes to the Agency Tender," below.

L.1.4 Changes to the Agency Tender. After the solicitation closing date, only the ATO may make changes to the Agency Tender, and such changes shall only be in response to the following (a) a solicitation amendment issued in accordance with the FAR; (b) the Contracting Officer's request for final proposal revisions to offers and tenders in accordance with FAR 15.307; (c) official changes to the standard cost factors identified in OMB Circular A-76, Attachment C; (d) version upgrades to the COMPARE costing software issued by the Department of Defense; or (e) resolution of a contest challenging a performance decision as provided by this attachment. The Contracting Officer shall retain documentation regarding any changes to the Agency Tender as part of the competition file and in a form suitable for audit.

L.1.5 Submission of the Agency Tender. The ATO shall deliver the Agency Tender to the Contracting Officer in a sealed package by the solicitation closing date. If the ATO does not anticipate submitting the Agency Tender to the Contracting Officer by the solicitation closing date, the ATO shall notify the Contracting Officer as soon as possible before the solicitation closing date. The Contracting Officer, in consultation with the Competitive Sourcing Official, shall determine if amending the solicitation closing date is in the best interest of the Government.

L.2 General Information.

L.2.1 The source selection process will be conducted utilizing source selection procedures. Offers will be evaluated using the criteria under Section M, "Factors to be Evaluated." Noncompliance with the RFP requirements will raise serious questions regarding an offeror's performance and may be grounds to eliminate the proposal from further consideration for tentative contract award.

L.2.2 The Offer. The offer as defined by FAR 2.101 includes both the written submission and oral presentation. The submission of the documentation specified below and the oral presentation to the Government Source Selection Evaluation Board (SSEB) will constitute the offeror's acceptance of the terms and conditions of the RFP, concurrence with the Performance Work Statement, and the proposed firm fixed price/time and material portion of the award. The offeror includes the private sector offeror, public reimbursable tender, and Agency Tender, unless otherwise specified.

L.2.3 These instructions prescribe the format for the proposal and describe the approach for the development and presentation of proposal data. These instructions are designed to ensure the submission of necessary information to provide for the understanding and comprehensive evaluation of proposals.

L.2.4 It is the Government's intention to award without discussions. Offerors are encouraged to present their best technical and price proposals in their initial proposal submission. If the Contracting Officer perceives that an offer or tender is materially deficient, the Contracting Officer shall ensure that the offeror ATO, or public reimbursable tender official receives a deficiency notice. The Contracting Officer shall afford the offeror, ATO, or public reimbursable tender official a specific number of days (to be identified in the notification of deficiency) to address the material deficiency and, if necessary, to revise and recertify the tender or offer.

L.2.5 Offers shall consist of five (5) separate proposal volumes: Cost, Management, Technical, Past Performance and Past Experience. However, per OMB Circular A-76, Attachment B, the Agency Tender is not required to include a labor strike plan, licensing or other certifications, and past performance information with their proposal. The Agency Tender is also exempt from furnishing Past Experience in their proposal. The Agency Tender will, however, be required to submit Section B of this solicitation with their Agency Cost Estimate.

L.2.6 All solicitation amendments must be acknowledged in accordance with Section L, FAR 52.215-1, Instruction to Offerors-Competitive Acquisition.

L.3 ADVISORS:

L.3.1 Offerors are advised that employees of the firms identified below may serve as technical advisors to the Source Selection Evaluation Board in the source selection process. These individuals will be authorized access to only those portions of the proposal data and discussions that are necessary to enable them to perform their respective duties. Such firms are expressly prohibited from competing on this acquisition and from rating and ranking of proposals or recommending the selection of a source.

- a. Logistics Management Institute (LMI), 2000 Corporate Ridge, McLean, VA 22101-7805,
- b. Interactive Technologies Group, Inc. (ITG), 4440 North Brady Street, Davenport, IA 52609-1690
- c. BAE Systems Analytical Solutions, Inc., 308 Voyager Way, Huntsville, AL 35806

L.3.2 In accomplishing their duties related to the source selection process, the aforementioned firms may require access to propriety information contained in the offeror's proposals. Therefore, pursuant to FAR 9.505-4, these firms must execute an agreement with each offeror that states that they will (1) protect the offeror's information from unauthorized use or disclosure for as long as it remains proprietary and (2) refrain from using the information for any purpose other than that for which it is furnished. To expedite the evaluation process, each offeror must contact the above companies to effect execution of such an agreement prior to submission of proposals. Each offeror shall submit copies of the agreement with their proposal.

L.3.3 Additionally, representatives from these firms have been retained to assist the U.S. Army Corps of Engineers in planning and implementing the A-76 Competitive Sourcing program for this competition. Each of these entities and their subcontractors are precluded from working with prospective service providers on their submissions for this A76 competition.

PROPOSAL PREPARATION INSTRUCTIONS

L.4 GENERAL PROPOSAL INFORMATION

Comprehensive responses to the requirements of this Request for Proposal (RFP) are necessary to enable the Government to evaluate the offeror's understanding of, capability and approaches to accomplish the stated requirements. The offeror shall provide sufficient detail to substantiate the validity of all stated assertions. General statements that the offeror understands the problem and can or will comply with the requirements of the RFP will be

considered inadequate. Clarity and completeness are essential. Data not submitted with the proposal, but submitted previously, or presumed to be known (i.e., previous projects performed for the Government) cannot be considered as part of the proposal. All solicitation amendments must be acknowledged in accordance with Section L, FAR 52.215-1, Instructions to Offerors – Competitive Acquisitions. The proposal shall be submitted in five (5) volumes as follows:

VOL	TITLE	HARD COPIES	DISC/ CD ROM	PAGE LIMITATION
I	COST/CONTRACT	Original + three (3)	1	No Page Limitation
II	MANAGEMENT	Original + four (4)	1	50 pages, excluding resumes
III	TECHNICAL	Original + four (4)	1	150 page limitation
IV	PAST PERFORMANCE	Original + four (4)	0	No Page Limitation
V	PAST EXPERIENCE	Original + four (4)	0	No Page Limitation

L.4.1. Proposal Format: Each volume of the proposal shall be submitted in three ring binders (Management, Technical, Past Performance, and Past Experience volumes can be combined in one 3-ring binder as long as they are tabbed for each evaluation factor) and organized and formatted as stated so that an extensive search of the proposal is not necessary to perform an evaluation. Each volume of the proposal shall also contain a separate “Table of Contents” that identifies all paragraphs and subparagraphs covered within that volume of the proposal by paragraph and subparagraph number, title and by page number, a list of tables, figures, etc. Electronic copy of the Cost/Contract Volume shall be submitted on a CD-ROM using either Microsoft Word and/or Excel. The Cost Disks shall not be in “read only” format and any spreadsheets shall be unlinked as to allow for adjusting during the cost realism analysis. No worksheets shall be hidden. All disks shall be virus checked prior to submission. Replacement disks/CD ROMs may be required to update the final proposal resulting from communications, if any. Electronic copies for the Management and Technical volumes shall be submitted on a CD ROM using the Microsoft Office Suite of Word, Excel, and/or Power Point, as applicable. **If there is a discrepancy between the written proposal and the CD ROM, the written proposal takes precedence.** Information not in its appropriate volume and not appropriately referenced may be assumed to have been omitted. Cost/Contract information shall not be included in the Technical/Management Proposals and the proposal shall not exceed the specified length regardless of the reason. All text shall be single spaced and printed black on white paper (black on white requirement does not apply to graphics, photos, etc., company stationary and logo’s are acceptable). The offeror shall not submit verbatim sections of the appendices to this solicitation as part of their proposal. Cross-references should be utilized to preclude unnecessary duplication of data between sections.

L.4.2 Compliance Matrix: Offerors (to include Agency Tender) are instructed to submit a completed Compliance Matrix, following the example below, in sufficient detail to facilitate the Source Selection Authority (SSA) evaluation process. The completed compliance matrix does not count in the page limitations and the entire matrix should be inserted in the front of each volume of the offeror or Agency Tender submission. The compliance matrix should be completed to Level Two (C.1.23)

Compliance Matrix (Example)						
Title	CLIN	CDRL	PWS Paragraph	Section L	Section M	Proposal Vol., Page Number, Paragraph Number
Phase-In	0001	TE-6	C.1.23	Vol. III, Tab B	Tech (a)(1)	

L.4.3 Proposal Limitation: The proposal shall not exceed the limits stated above. If the page limits are exceeded, the pages in excess of the limit shall be removed and returned, unread, to the offeror. The Government will not accept any changes to the contractor’s proposal after the closing date of the solicitation (See FAR 15.208 for further information regarding late proposals).

L.4.4 Page Limit Includes: All appendices, charts, graphs, diagrams, tables, photographs, drawing, etc.

L.4.5 Page Limit Does Not Include: Resumes, covers for volumes, tables of contents, indices, title pages, cross-reference indices, and section dividers/tables if they are inserted solely to provide ease to the reader in locating parts/sections of the proposal. They will be counted if they contain any other information, i.e., diagrams, extraneous data, etc. Pages marked "This page intentionally left blank" will not be counted.

L.4.6 What Counts as a Page: Pages containing text shall be typewritten, on 8-1/2 x 11" paper; however, in case drawings or other graphics are submitted, they should be reduced only to extent legibility is not lost. Fold-outs will be counted as the appropriate number of pages based on an 8-1/2 x 11" sheet of paper. A page printed on both sides will be counted as two pages. Submissions shall be Microsoft Word format, minimum of twelve (12) point font and one (1) inch margins. The offeror shall number each page in order to eliminate any confusion. In the event the offeror creates an ambiguity in their numbering of the pages, the Government may exercise its own discretion in counting pages.

L.4.7 Exceptions/Assumptions. If the offeror finds it necessary to take exception to any of the requirements specified in this solicitation, clearly indicate each such exception in the appropriate volume along with a complete explanation of why the exception was taken and what benefit accrues to the Government. All substantive exceptions to the solicitation requirements (Sections A through M) and supporting rationale shall be identified as such and consolidated into an overview section of the subject volume. An overview section is only required if the offeror takes exception to any requirement in the solicitation. In the event the offeror takes no exception to the stated requirements, a statement to this effect shall be included in the subject volume.

L.5 VOLUME 1 - THE CONTRACT PRICING PROPOSAL

L.5.1 General: The offeror shall provide the following information: a completed SF-33, Section B, Section K, and all data required by this solicitation and additional data that would be supportive to the Cost Evaluation Team in making the assessments of cost realism, completeness, and reasonableness set forth in Section M. The cost portion of this volume shall contain the offeror's escalated estimated costs and profit to successfully complete the proposed work identified in the RFP and delineated in the offeror's proposal. The Agency Tender shall submit the Standard Competition Form (SCF) in lieu of the SF-33. The Agency Tender shall acknowledge all amendments in writing. The Agency Tender is exempted from submitting Section K.

L.5.1.1 Common costs are specific costs identified in the solicitation that will be incurred by the government regardless of the provider (private sector, public reimbursable, or agency). Common costs identified for this solicitation are the items specified in:

-Technical Exhibit (TE) -3, Government Furnished Equipment, Software, and Facilities (Note: The SP is expected to provide management, maintenance, and repair on TE-3 items.)

-C.3.2., Government-Furnished Facilities to include the Government performed maintenance and repair, utilities, and provide custodial and refuse services commensurate with the normal workforce service provided at that facility. The SP is responsible, with Government pre-approval, for any facility modifications to real property.

-C.3.3., Government-Furnished Accountable Property to include equipment, ADPE, and vehicles listed in TE-3. (Note: The SP shall be liable for loss of or damage to items in C.3.3 beyond fair wear and tear.)

-C.3.4., Government-Furnished Non-Accountable/Expendable Property (Note: The SP is expected to replace lost, stolen, damaged or normal wear and tear replacement tools with ones of equal quality and value.

-C.3.5., Government-Furnished Computer Hardware and Software to include computer hardware, application software, and operating system software.

-C.3.7., Government-Furnished Services as stated in the PWS and TE-3.

L.5.1.2 The figures shall be presented with all out-years prices/costs escalated to the offeror's satisfaction. Under fixed-price contracts, offerors cannot propose higher Non-Exempt wages than provided in the base year of the contract for option or "out-years". Offerors may propose higher out-year wages for exempt employees under fixed-price. In lieu of this instruction, the Agency Tender shall explain its reasoning for Line 1, Personnel Cost records designated Economic Price Adjustment as Yes or No.

L.5.1.3 Offerors shall ensure that no pricing information is displayed in the Management, Technical, Past Performance, and Past Experience Volumes.

L.5.1.4 The Cost Proposal has no page limitation; however, our goal is to keep the Cost Proposal to as low a page count as necessary for offerors to satisfy the cost evaluation requirements. All final monetary extensions shall be in whole dollars only.

AGENCY TENDER COST ESTIMATE: - The Agency Tender Cost Estimate (ACE) shall provide the following documents in support of its ACE developed in COMPARE.

- **Certified Standard Competition Form**
- **Electronic COMPARE file with the password provided**
- **Printed COMPARE records for each entry for SCF Lines 1, 2, 3, 4, and 5, if used, and the Competitive File Characteristics record.**
- **Printed COMPARE file Tables 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 13, 14, 15, and 16.**
- **Sufficient explanations and sources of information to support the contracting officer determination of cost realism.**

L.5.1.5 The Cost/Contract Volume shall be organized as follows and contain the identified information:

TAB A, Exceptions/Assumptions - Identification and explanation of any exceptions or deviations. Any assumptions used in the proposal preparation must be identified.

TAB B, SF-33 – The SF 33 shall be submitted fully completed. The offeror is cautioned that the SF-33 must contain an original signature in block 17 of the form. The offeror shall acknowledge any amendments to the RFP in accordance with the instructions on the SF-33. The Agency Tender shall submit the SCF in lieu of the SF-33.

TAB C, Section B (Supplies or Services and Price/Costs) – SECTION B shall be submitted fully completed and error free. It shall contain the offeror's costs for the established Contract Line Items (CLINS) and SubCLINS set forth in that section. The offeror is cautioned to complete all blanks to identify any CLIN not priced as "Not Separately Priced" or "N/A" as applicable.

TAB D: The Agency Tender and Private Reimbursable Tender are exempt from this requirement. To comply with Section 8014 of the Fiscal Year 2005 Department of Defense Appropriations Act (PL 108-287, August 5, 2004), the U.S. Army Corps of Engineers (USACE) will evaluate prospective offerors as follows: The ratio of health-care costs to direct labor costs will be adjusted upward, if necessary, so that the ratio equals the 5.5% health-benefit factor applicable to an agency or public reimbursable tender under OMB Circular A-76 (see Section H, Special Contract Requirement, Limitation on Conversion to Contractor Performance). USACE will make the adjustment only for purposes of complying with Section 8014, but if a contract is awarded, the contract will be awarded at the proposed price, rather than the adjusted price. The private sector offeror shall provide a breakout as follows:

Total Direct Labor Costs	\$ _____
Total Health Coverage Costs for Direct Labor	\$ _____

As an example to show how this will be evaluated:

The Cost Evaluation Committee will compute the ratio and adjusted price for purpose of

evaluation as shown below:

Total Direct Labor Costs:	\$1,000,000
Total Health Coverage Costs for Direct Labor:	\$ 20,000
Compute the percentage ($\$20,000/\$1,000,000 \times 100 = 2\%$)	
Adjustment ($5.5\% - 2.0\% = 3.5\%$)($\$1,000,000 \times 0.035 - \$35,000$)($\$20,000 = \$35,000 =$	
	\$55,000)
Adjusted price for purpose of evaluation ($\$1,000,000 + \$55,000 = \$1,055,000$)	

TAB E, Section K (Representatives, Certifications, and Other Statements of Offerors) – The offeror shall ensure that Section K is submitted thoroughly completed with all blocks in each certification/representation completed truthfully and completely. The Agency Tender is exempt from submitting Section K.

TAB F, Disclosure of Potential Conflict of Interest - The Agency Tender Official is excluded from submittal of this requirement. Offerors or their subcontractors, who are providing services to the installations directly, or in support of an element of ERDC, or through a subcontractor, need to identify the following:

- Contract Purchase Order or IMPAC purchase for the services.
- Government POC and phone number/email address
- Any disqualification or organizational conflict of interest provision included in a current contract that could affect participation in this acquisition.
- Company POC and phone number/email address.
- Brief description of services.

L.6 VOLUME II - MANAGEMENT PROPOSAL (THIS VOLUME SHALL NOT CONTAIN ANY COST DATA)

L.6.1 The Management Volume will be presented to the Government in the form of an Oral Presentation to the Source Selection Evaluation Board (SSEB). The only written documentation submitted for this volume is the resumes (or certified position descriptions for the Most Efficient Organization (MEO) and slides to be used in the Oral Presentation. The resumes are excluded from the 50-page count for this volume. The hardcopy of the slides submitted may contain notes at the bottom of each slide, providing additional information regarding the content to be briefed. Notes must be contained on the same slide and may not continue on any additional pages. The Oral Presentation slide package shall be submitted with the offeror's proposal and is subject to the provisions of FAR Clause 52.215-1, Instruction to Offerors. The package shall include a listing of the names, firms, and position titles of all presenters. Emphasis should be placed on readability and substance versus style. The Government will not accept for evaluation any additional documentation (such as procedures manuals, administrative handbooks or guides, etc.), which may or may not have been referenced during the presentation. The Government will videotape each offeror's presentation. One copy of the videotape will be provided to the offeror.

L.6.2 Government personnel attending the Oral Presentation will consist of the Contracting Officer, other contracting office staff, as necessary, and members of the SSEB. Only voting members of the SSEB will evaluate and rate the presentations.

L.6.3 Schedule for presentation. Presentations will be scheduled as soon as practicable after the closing date for receipt of proposals. Offerors will be given a minimum of one (1) week notice prior to commencement of their presentation. The order in which offerors will make their presentations to the Source Selection Evaluation Board will be determined by a lottery drawing by the Contracting Officer after receipt of proposals. Once notified of their scheduled presentation date and time, offerors shall complete their presentations on the scheduled date and time. Requests from offerors to reschedule their presentations will not be entertained, and no rescheduling of presentations will be done unless determined necessary by the Government to resolve unanticipated problems or delays encountered in the presentation process. The Government reserves the right to reschedule any offeror's presentation at the discretion of the Contracting Officer.

L.6.4 Form of Presentations. Offerors will make their Oral Presentations in person to the Source Selection Evaluation Board. Submission of videotapes, viewgraphs, or other forms of media containing the presentation for evaluation in lieu of an Oral Presentation is not authorized, and such proposals shall be rejected. The Government will provide a screen suitable for projecting slides or overhead transparencies, etc., a flip chart pad, easel, and markers. The offeror is responsible for providing, setting up and removing any equipment used for the presentation that is not specified herein. The offeror shall arrive at the presentation site in sufficient time to accommodate any set-up required.

L.6.5 Time Allowed for Presentations. Each offeror will have a maximum of **three (3)** hours in which to make its presentation to the Source Selection Evaluation Board. The **three (3)** hour time frame is inclusive of contractor introductions and presentation. Government requests for clarification will occur at the end of the presentation. The time for Government clarifications will not be included in the two hour presentation time.

L.6.6 Documentation. The oral presentation slide package must be structured to provide an overview of the following:

L.6.6.1 Address program management by presenting an organizational chart and supporting rationale portraying your business structure and proposed organization for managing this requirement. Specifically discuss approaches/methods/innovations and how your management and organization structure represents the functional areas of the PWS. Presentation must define each organizational element, the direct lines of control, key personnel, responsibilities, functional relationships, the authority between the program management office and the contractor's other organizational elements, and policies and management methods to assure performance and responsiveness to the requirements of the PWS.

L.6.6.2 Key Personnel Qualifications. The oral presentation shall furnish the qualifications on the personnel identified by the offeror as "Key Personnel." (See Key Personnel provision in Section H). The qualifications submitted shall address at a minimum education, professional experience, specific experience, professional awards and other relevant activities and achievements. NOTE: The Agency Tender Official shall submit Position Descriptions only in lieu of resumes for each of its key positions. However, the Agency Tender Official may submit resumes subject to applicable federal laws. For each person proposed, the offeror shall provide the following additional information:

If the individual is being proposed for other positions in response to other solicitations;
If the individual is assigned to other major projects and how they will be made available for this effort;
If the individual, if not employed by the offeror at the time of the submittal, has given the offeror a firm commitment to accept the position, if the offeror is awarded the contract.

L.6.7 Offeror's Oral Presentation Team. Only members of the offeror's or subcontractor's in-house staff shall participate in the presentation. The only exception is that any individuals who are proposed to perform on the contract, such as the Program Manager, but who are not currently employed by the offeror/subcontractor, may participate in the presentation. For any portion of the work to be subcontracted out, members of the subcontractor's staff shall make that portion of the presentation relating to the work its firm will be performing. Within those constraints, offerors shall have the option of selecting the participants to make their firm's oral presentation to the Government Source Selection Evaluation Board.

L.6.8 Requests for Clarification of Oral Presentation Points.

L.6.8.1 Upon completion of the oral presentation, the Source Selection Evaluation Board will evaluate the presentation to determine areas that require clarification. The question and answer session will be to clarify any area of the Oral Presentation that is not clear to the Source Selection Evaluation Board. Neither the presentation nor any associated session will constitute negotiations within the meaning of FAR 15.306(d), will not obligate the Government to conduct discussions, or solicit/entertain revised offers. The Q&A session will be used to clarify any area of the oral presentation that is not clear to the Source Selection Evaluation Board (SSEB) members.

L.6.8.2 Offerors will have until 4:00p.m. E.T. on the 3rd business day following the conclusion of the oral presentation to submit further clarifications and responses to questions to the contract specialist listed on the front of the SF-33, block 10. The final submittal document must be signed by the offeror's principal members and be submitted in a clearly identified original hardcopy version (original plus four copies), and provided electronically on a CD-ROM. Submissions shall be in Microsoft Word format, minimum of twelve (12) point font and one (1) inch margins.

L.7 VOLUME III – TECHNICAL PROPOSAL (THIS VOLUME SHALL NOT CONTAIN ANY COST DATA)

L.7.1 The Technical Volume shall be organized and contain the following information.

TAB A, Exceptions/Assumptions - Identification and explanation of any exceptions or deviations. Any assumptions used in the proposal preparation must be identified.

TAB B, Phase-In Plan - A Phase-In Plan in accordance with PWS requirements shall be submitted for Government use in the offeror's evaluation. The Phase-In plan shall include details to minimize disruption and start-up requirements. The Phase-In plan shall consider recruiting, hiring, training, security limitations, and any other special considerations .

TAB C, Quality Control Plan - A Quality Control Plan, in accordance with the Quality Control Program listed in the PWS requirements shall be submitted for Government use in contractor evaluation. The Quality Control Plan shall describe the internal staffing and procedures that the prospective provider will use to meet the quality, quantity, timeliness, responsiveness, customer satisfaction, and other service delivery requirements in the PWS.

TAB D, Technical Approach including Staffing Plan - The offeror shall provide a Staffing Plan, without cost information, for the phase-in and performance periods (to include Option periods) that clearly depict the total number of productive man-hours and associated Full Time Equivalents (FTE's) for each proposed labor category. All cross utilization of the labor force shall be clearly explained and depicted.

L.7.2 The Technical Volume shall be in written format. It shall, at a minimum, be prepared in a form consistent with the Performance Work Statement (PWS) and the evaluation criteria for award set forth in Section M of this solicitation. *The offeror's proposal shall address task requirements to the fourth level of the WBS/PWS (i.e., offeror will address how they will perform the work in the PWS down to the fourth level of the WBS/PWS).* **For example, offeror shall address task requirements down to C.5.4.5.1.** Cross-references should be utilized to preclude unnecessary duplication of data between Sections **and shall be so annotated.** The volume shall be prepared in an orderly format and in sufficient detail to enable the Government to make a thorough evaluation of the offeror's technical competence and ability to comply with the contract task requirements specified in the PWS, including Contract Data Requirements List (CDRL) preparation and submission. The offeror shall address as specifically as possible the actual methodology you would use for accomplishing the PWS.

L.7.3 To facilitate evaluation, the Technical Volume shall be specific, detailed, and complete to clearly and fully demonstrate that the offeror has a thorough understanding of the requirements for the accomplishment of the effort. Statements that the offeror understands, can, or will comply with the PWS (including referenced publications, technical data, etc.); statements paraphrasing the PWS or parts thereof (including applicable publications, technical data, etc.); and phrases such as "standard procedures will be employed" or "well known techniques will be used," etc., will be considered unacceptable. Offerors should note that only data submitted with this proposal shall be considered. Therefore, such data should not be relied upon nor incorporated in the Technical Volume by reference.

L.7.4 The Technical Volume shall address how tasks in each functional area (except Quality Control – see below) of the PWS will be accomplished by addressing how you will be organized and staffed along with specifically describing how work will be scheduled (including use of any automated systems or workloading procedures), proposed work processes and outputs, process interfaces, innovations, assumptions of support, and

cross-utilization training and plans. For depicting manpower, provide a staffing plan (manpower matrices) showing the proposed total overall manning by work years and labor category for each functional area and supervisory level. Separate sets of matrices are required for the basic contract period of performance and each of the option years.

L.7.5 For the Quality Control program, the technical volume shall explain the offeror's philosophy, methods, and techniques to ensure quality and consistency of effort in the performance of the PWS. The offeror shall include details of the proposed quality control plan including training, inspection system, corrective measures, and documentation, including notifying the Government COR, within one business day, when a specific PWS performance standard is not met, why the performance standard was not met, corrective action taken, and how they will prevent future occurrences. Describe the organizational freedom to identify and evaluate quality problems/discrepancies, to provide recommended solutions, and ensure corrective action is taken. Provide manpower matrices for the Quality Control functional area. Matrices are required to show the proposed total overall manning by work years and labor category for the QC functional area. Separate sets of matrices are required for the basic contract period of performance and each of the option years.

L.8 VOLUME IV – PAST PERFORMANCE

L.8.1 Each offeror shall submit a past performance volume with its proposal by using the Past Performance Questionnaire included in Section J. The Agency Tender is excluded from this submission. Past performance will detail how well the offeror performed the job.

L.8.2 The offeror shall ensure that the documentation below is supplied by the evaluating agency to the Contracting Officer by solicitation closing date (it is the offeror's responsibility to follow up with the evaluating agency to ascertain if the required information has been forwarded prior to the established closing date).

L.8.2.1 The Past Performance Questionnaire attached in Section J shall be used. This questionnaire shall be forwarded to a minimum of three (3) agencies/companies for which the offeror has performed similar services (contracts of \$1,000,000 or more), preferably DPW, related operations, within the past thirty-six (36) months. Each significant subcontractor (subcontracts of \$500,000 or more) proposed for this effort shall also provide the past performance questionnaire from a minimum of three (3) references. The offeror shall inform each evaluator that the U.S. Army Corps of Engineers, Baltimore District shall use their response in the evaluation of Past Performance for solicitation W912DR-05-R-0002.

L.8.2.2 As additional data, the offeror shall provide the required information concerning termination actions. The information shall be submitted for ALL contracts it has had terminated, in whole or in part, for default during the past 3 years and any contracts which are currently in the process of such termination. This information is required for any contract, similar or not to the proposed effort. A copy of any cure notices or show cause letters received on each contract and a description of any corrective action by the offeror or proposed subcontractor shall be submitted.

L.8.2.3 The evaluating agency may submit the completed questionnaire by mail, electronic mail or facsimile transmission. All telefaxed or e-mailed transmissions must be forwarded by the evaluating activity. Confirmation that the transmission came from the evaluating agency must be obtainable. The telephone number of the telefaxed transmission or e-mail address will suffice as confirmation that the transmission was forwarded from the evaluating agency.

1. Mail transmittal. The completed questionnaire shall be returned to:

U.S. Army Engineer District, Baltimore
ATTN: W912DR-05-R-0002 (Ms. Cathey Robertson)
PO Box 1715, CENAB-CT
Baltimore, MD, 21203-1715

2. Electronic mail transmittals. The completed questionnaire may be e-mailed

to: cathey.robertson@nab02.usace.army.mil

3. Faxed transmittals. The completed questionnaire may be submitted to:

US Army Engineer District, Baltimore
Telefax: (410) 962-2663
ATTN: W912DR-05-R-0002 (Ms. Cathey Robertson)

L.8.2.4 Offerors are reminded that both independent data and data provided by offeror's in their proposals may be used by the Government to evaluate offeror past performance. Since the Government may not necessarily interview all of the sources provided by the offerors, it is incumbent upon the offeror to explain the relevance of the data provided. The Government does not assume the duty to search for data to cure problems it finds in proposals. The burden of providing thorough and complete past performance information remains with the offerors. Proposals that do not contain the information requested by this paragraph risk rejection or a less than acceptable performance rating by the Government. In the case of an offeror without any relevant past performance history, past performance will be evaluated as "neutral." If the past performance information is negative, the contractor will be given an opportunity to provide rebuttal.

L.8.3 No submittals (mailed, e-mailed, or faxed) will be accepted directly from the offeror being evaluated. The offeror shall verify completion and submittal of the forms with the agencies/companies to which they provided the questionnaire.

L.8.4 All written comments will be taken into account and could affect the overall rating. The overall past performance evaluation is a subjective decision based on the whole of all data received. Offerors with no past performance who have participated in contracts of similar size and complexity may provide the equivalent information on company officials and/or personnel proposed for this action. If the offeror has no past performance, they will be rated as "neutral."

L.9 PAST EXPERIENCE

L.9.1 Each offeror shall submit a past experience volume with its proposal in accordance with the format contained in the below paragraphs with the exception of the Agency Tender, who is excluded from this submission. Past Experience will detail the offeror's relevant work.

L.9.2 The offeror shall include documentation regarding their relevant past experience as it directly relates to the work being procured under this solicitation. The offeror SHALL NOT go back any farther than 36 months for the submitted data. To illustrate the offeror's past experience, the following documentation shall be submitted to the location identified on the Standard Form 33 (responses are limited to two pages per contract):

L.9.2.1 The offeror shall provide documentation outlining the offeror's past experience with contracts (minimum of three (3) contracts of \$1,000,000 or more as a prime or three (3) contracts of \$500,000 or more as a major subcontractor which is the same or similar in nature, size, and complexity to the work specified in the solicitation. The submittal shall include rationale on how it was determined that the work performed previously was the same or similar in nature, size, and complexity to the work specified by this solicitation. Non-Government contracts may be used if Government contracts are not available. The documentation shall be submitted in the following format:

- Contract Number, Award Date and Contract type.
- Price/Cost - original awarded AND final (or projected final, if contract is current).
- Delivery Schedule - original AND final (or projected final, if the contract is current).
- Address and telephone number for the Government (or commercial) procuring contracting activity AND contract administrative activity (if applicable).
- Name, telephone number, fax number and e-mail address for the following:
Procuring Contracting Officer (PCO)

Administrative Contracting Officer (ACO)
Government or commercial contracting activity technical representative or COR

L.9.2.3 Offerors may also submit data on prior contracts involving its officers and/or personnel proposed for this action. However, in addition to the other requirements in this section, the offeror shall discuss in detail the role performed by such persons in the prior contracts cited.

L.9.2.4 Offerors shall provide an outline of how the effort required by the solicitation will be assigned for performance within the proposed service provider's corporate entity and among proposed subcontractors. Information required in the above paragraphs shall be provided for each proposed subcontractor who will perform a significant portion of the effort. "Significant" is defined for these purposes in terms of estimated dollar amount of the subcontract (e.g., \$500,000 or more). With regard to prime contract assignments that will be performed by the prime service provider and not a proposed subcontractor, the prime service provider shall indicate:

- What internal corporate bodies/divisions will accomplish which portions of the effort?
- Whether or not those divisions were responsible for performance under the previous contracts cited for the instant proposal, and
- If those divisions have relocated since the accomplishment of previous cited contract efforts, a description of any changes arising from that relocation in terms of key personnel, facilities and equipment.

L.9.2.5 Offerors shall include in their proposal the written consent of these proposed significant subcontractors to allow the Government to discuss the subcontractor's past experience evaluation with the offeror during any discussions. Subcontractors with no past experience who have participated in contracts of similar size and complexity may provide the equivalent information on company officials and/or personnel proposed for this action.

L.9.2.6 Offerors are reminded that both independent data and data provided by offeror's in their proposals may be used by the Government to evaluate offeror past experience. Since the Government may not necessarily interview all of the sources provided by the offerors, it is incumbent upon the offeror to explain the relevance of the data provided. The Government does not assume the duty to search for data to cure problems it finds in proposals. The burden of providing thorough and complete past experience information remains with the offerors. Proposals that do not contain the information requested by this paragraph risk rejection or a less than acceptable rating by the Government.

L.9.3 All written comments will be taken into account and could affect the overall rating. The overall past experience evaluation is based on the whole of all data received.

SECTION M - PROPOSAL EVALUATION CRITERIA

BASIS FOR SELECTION OF SUCCESSFUL OFFER OR AGENCY TENDER

(a) Lowest Price Technically Acceptable Source Selection: The evaluation will determine which offer or tender is technically acceptable with the lowest total proposed price deemed reasonable and realistic. The evaluation criteria contained herein (see Factors to be Evaluated) shall be used to make that determination. The successful offeror's proposal must receive an *overall* rating of "technically acceptable" once all factors and subfactors have been assessed. For purposes of evaluation, factors and subfactors designated for assessment, with the exception of cost, will be assigned adjectival ratings as listed and defined below:

"Technically Acceptable" is defined as any proposal which can be awarded "as is" and contains few, if any, minor weaknesses. It meets or exceeds the Government's minimum needs and the Government is confident that the offeror can successfully perform the services.

"Technically Unacceptable" is defined as any proposal that contains major weaknesses which prohibit successful contract performance and/or could only become eligible for award if it were substantially revised. It does not meet the Government's requirements and the Government has no confidence that the offeror can successfully perform the services.

"Neutral" is defined as an offeror without a record of relevant past performance or for whom information on past performance is not available. In this case the offeror may not be evaluated favorably or unfavorably on past performance. NOTE: This adjectival rating only applies to the Past Performance.

(b) The Government will review the offeror's cost proposal to determine, completeness, reasonableness and cost realism.

(c) It is the Government's intent to award without discussions. However, IAW FAR Part 15.306, should discussions become necessary, the Government reserves the right to hold them. If this occurs, firms remaining in the competition will be determined and offerors notified. Offerors are urged to reflect their best possible potential costs, since less than the best potential costs could result in exclusion of the proposal from further consideration.

(d) Offerors are reminded that unsupported promises to comply with the contractual requirements are not sufficient. Proposals must not merely "parrot" back the contractual requirements, but must provide convincing evidence in support of any conclusion statements relating to promised performance. The offeror's proposal is presumed to represent its best efforts to respond to the solicitation. Any inconsistency, whether real or apparent, between promised performance and price should be explained in the proposal. Unexplained inconsistencies resulting from the offeror's lack of understanding of the nature and scope of the work required may be grounds for rejection of the proposal.

EVALUATION CRITERIA

An evaluation of all offers and tenders will be made in accordance with the criteria set forth below. Evaluation criteria consist of factors and sub-factors. A proposal must first be determined to be "technically acceptable" to be considered for award, and then cost becomes the controlling factor among those proposals rated technically acceptable. There will be no ranking or scoring of proposals. Each factor and subfactor will be given a rating of "technically acceptable," "technically unacceptable," or "neutral", with the exception of cost. The individual members of the SSEB will evaluate each proposal (both oral and written elements) in relation to each factor, and then the board will give a consensus rating. Each factor, with the exception of cost, will receive a rating, and then there will be an overall roll-up rating of the proposal as a whole. The overall evaluation of the offeror's technical capability to perform shall be based on all the evaluation factors stated below.

FACTORS TO BE EVALUATED

The technical proposals will be evaluated against four (4) evaluation factors: Technical, Management, Past Performance, and Past Experience. All factors are of equal importance. A price analysis and cost realism will be conducted on all cost proposals.

(a) Technical Factor: Subfactors to be evaluated under Technical include the following. All subfactors are of relatively equal importance.

(1) Phase-In Plan - Does the Phase-In Plan demonstrate a thorough and clear plan for phase-in with a high probability for success? Does the offeror present an adequate plan for recruiting and retaining the required staffing level, to include key personnel, necessary to provide complete contractual support from Phase-In through expiration of the contract? Does the Phase-In Plan include a reasonable approach and sufficient resources to accomplish the Baseline Study required of C.1.? Does the phase-in plan minimize disruption, adverse personnel impacts, and start-up requirements? Does the phase-in plan address any security limitations?

(2) Does the offeror provide a clear and easily understood staffing plan that provides sufficient detail to determine that the offeror can provide a sufficiently skilled and adequate work force (including any cross-utilization of personnel proposed) to perform all the requirements, including workload surges and after duty hours requirements?

(3) Does the offeror provide an adequate description of each functional area including the identification of major work processes, process interfaces, and the outputs of these processes? Does the offeror's technical approach ensure efficient, quality, and timely performance? Does the offeror demonstrate through its risk mitigation plan a thorough knowledge of the critical performance elements it must manage for a high probability of successful performance? Did the offeror submit quality performance standard(s) for each TE-1, Performance Requirements **Summary**? Did the offeror identify the facilities and sufficiently describe their planned usage to include length of time it plans to occupy Government facilities?

(4) Does the offeror adequately describe how work will be scheduled, to include employment of any automated systems or workloading procedures?

(5) Quality Control - Does the offeror's Quality Control Plan describe the relationship between his quality control personnel and the proposed organization including reporting requirements? Is the offeror's Quality Control Plan practical, consistent with quality concepts, and provide for an effective measure of contract performance? Does the plan include feedback mechanisms and corrective action methods? **Does the offeror's quality control system include effective and timely reporting to the Contracting Officer? Did the offeror provide adequate controls that will ensure a high probability of successful performance?**

(b) Management Factor: Subfactors to be evaluated under Management include the following. All subfactors are of relatively equal importance.

(1) Organizational Structure. Does the offeror adequately address interfaces between project management and administration and the functional areas? Does the offeror adequately address interfaces between just the functional areas?

(2) Does the offeror propose adequate management procedures for monitoring and analyzing performance indicators necessary to ensure timely quality work and cost control?

(3) Staffing and Key Personnel - Do the resumes submitted for key personnel adequately meet the requirements of the PWS including certification requirements? NOTE: Agency Tender is only required to

submit Position Descriptions in lieu of resumes for each of its key positions. However, the Agency Tender Official may submit resumes subject to applicable federal laws.

(c) Past Performance – Does the offeror’s relevant past performance history indicate a pattern of conformance to contract requirements and demonstrate satisfactory performance of contracts of similar services (contracts of \$1,000,000 or more), preferably DPW, and related operations for work specified in the solicitation? Does the offeror’s significant subcontractor(s), if any, (subcontracts of \$500,000 or more) provide relevant past performance history on similar services and related operations for work specified in the solicitation? Does the offeror demonstrate cost control experience under contracts similar in type and complexity (contracts of \$1,000,000 or more or \$500,000 or more for significant subcontractors) to that contemplated by this solicitation? The Agency Tender is exempt from this evaluation factor and shall not submit any past performance data.

(d) Past Experience - Does the offeror’s experience, as a prime or major subcontractor demonstrate that they have the relevant experience on a minimum of three projects completed within the past 36 months? The projects must be of relevant size and complexity and at a contract value of at least \$1,000,000 as a prime or \$500,000 as a major subcontractor. Proposed significant subcontractors must also meet this minimum acceptability requirement. “Significant” is defined for these purposes in terms of estimated dollar amount of the subcontract (e.g., \$500,000 or more). The Agency Tender is exempt from this evaluation factor and shall not submit any past experience data.

(e) Cost Factor: Price will not be evaluated with a rating system other than the computation for the private sector offerors, required under PL 108-287, August 5, 2004, Section 8014 of the Fiscal Year 2005 Department of Defense Appropriations Act (See Section H and Section L5.1.4). The government will assess price for completeness, reasonableness, and cost realism. Further, proposals will be evaluated by utilizing the OMB mandated COMPARE software for A-76 competitions. An evaluation will be performed on the total proposed price, to include phase-in, basic performance period, and all option years. The price analysis will be an Independent Government review and evaluation of each offerors proposed price for completeness, reasonableness, and cost realism.

(f) Performance Decision: The basis for award is Lowest Price/Technically Acceptable. The performance decision shall be based on the lowest price of all offers and tenders determined to be technically acceptable. The Contracting Officer shall sign the Standard Competition Form (SCF) and the Source Selection Authority (SSA) shall certify the SCF, in accordance with Attachment C of the OMB Circular No. A-76 (May 29, 2003). The SSA makes the performance decision by certifying the SCF.